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44-171-413-0011  
FACSIMILE 44-171-413-0333

September 18, 1998

**VIA MESSENGER**

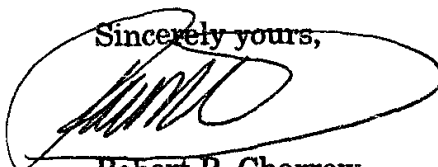
Office of the General Counsel  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Subject: MUR 4780

Dear Sir:

Please find enclosed an original and three copies of the Affidavits of Mr. Jeffrey Stanley, Mr. James Krulic, and Mr. Thomas Lamb, and the Response of the Harris Corporation to the Complaint in the above-noted matter. Please return an endorsed filed copy of the same.

Sincerely yours,



**Robert P. Charrow**  
Karen Hastie Williams  
Counsel to the Harris Corporation

Enclosures

1543724

SEP 19 4 13 PM '98  
FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C.

BEFORE THE FEDERAL ELECTION COMMISSION

Kimberly Blom,

Complainant,

v.

Harris Corporation

Respondent.

MUR 4780

Response of Harris  
Corporation

SEP 10 11 41 AM '98

**Introduction**

This response is submitted by the Harris Corporation ("Harris") with respect to a complaint filed with the Federal Election Commission on or about July 31, 1998 by one Kimberly Blom ("Blom").

This complaint is surprising: the broad, conclusory allegations contained in the opening paragraph of the complaint are not supported even by the "facts" as reported by complainant. Indeed, as amply demonstrated below and by the attached affidavits, the complaint is not based on objective facts, such as what was said or what was done, but rather is based solely on what complainant believes was "insinuated," and what she speculated was "perceived" by others. There is no indication, though, that she ever attempted to validate her speculation by speaking with her co-workers. Had she done so, she would have learned that her perceptions were inconsistent with the observations of co-workers who witnessed the same events and at odds with the

objective facts. Further, it is interesting to note that Harris is not even a named-respondent in the complaint.<sup>1</sup>

### Statement of Facts

Harris Corporation is the prime contractor on the Federal Aviation Administration's ("FAA") Alaskan National Airspace Interfacility Communications System ("ANICS") project. See Affidavit of Jeffrey Stanley at ¶¶ 1-2 (hereinafter cited as "Stanley at ¶ "). See Tab 1. The purpose of the project is to design and install an Alaskan-wide satellite communications system for air traffic control. *Id.* This necessarily involves constructing many ground stations throughout Alaska. Given the complexity of the program, many entities in addition to Harris, are involved in designing and constructing ANICS. See ¶ 4, Affidavit of James J. Krulic at ¶ 4 (hereinafter cited as "Krulic at ¶ "). See Tab 2. New Horizons Telecom, Inc., located in Palmer, Alaska, is Harris' principle subcontractor. *Id.*; Stanley at ¶ 2.

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<sup>1</sup> The regulations implementing the FECA require that a complaint "clearly identify as a respondent each person or entity who is alleged to have committed a violation." 11 CFR § 111.4(d)(1). Here, the complainant recognized that there is no evidence indicating that Harris had violated FECA and thus, chose not to name Harris as a respondent. Since Harris has not been named as a respondent, the complaint as to Harris should be dismissed. Further, the complaint also fails to implicate the FEC's jurisdiction in that no federal candidate or election is named or referenced, as required by 11 CFR § 111.4(d)(4).

As part of phase II of ANICS, Harris had proposed constructing radomes -- igloo-like structures -- to house the sophisticated electronics. See Stanley at ¶ 2. Using radomes was a new idea and one that Harris hoped would be approved by the FAA.

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In April, 1998, Jeffrey Stanley, the ANICS program manager for Harris, learned that on May 26, 1998, New Horizons would be hosting an open house to celebrate the opening of its new headquarters building. He also knew that Congressman Don Young had scheduled to hold a fundraiser in the New Horizons building on that same day.<sup>2</sup> See Stanley at ¶ 3. Stanley believed that those two events would generate sizable crowds and thus, would provide an excellent opportunity to demonstrate the radome concept. See Stanley at ¶ 4. Accordingly, Stanley, in conjunction with New Horizons, planned to hold a site demonstration of the radome concept on the grounds of New Horizons, approximately 1/8 of a mile from the New Horizons building. See Stanley at ¶ 8.

Approximately one week before the May 26<sup>th</sup> site demonstration, Stanley announced during a regular ANICS staff meeting that a phase II demonstration, complete with satellite link-up, would be conducted in a radome located on New Horizons' property. See Stanley at ¶ 5; Krulic at ¶¶ 4-5; Affidavit of Thomas Lamb at ¶ 3 (hereinafter cited as "Lamb at ¶ ") See Tab 3. Stanley also advised those present that two other events would be taking place at New Horizons on that same date: an

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<sup>2</sup> A review of Congressman Young's July 1998 FEC filing reveals that his campaign paid New Horizons \$268.88 on May 22, 1998 as "Facility rental."

open house to which all ANICS staff were invited and a Don Young fundraiser. See Stanley at ¶ 5. According to Stanley as well as others present at that staff meeting, while Stanley encouraged all to attend the radome demonstration, he expressly stated that "we were not obligated to attend that function [fundraiser] or to contribute funds to Young's campaign." Krulic at ¶ 7. See Stanley at ¶ 5; Lamb at ¶ 4.

The following week, immediately before the demonstration, Stanley again reminded staff of the radome demonstration and that an open house and campaign event would also be taking place on the New Horizons property at the same time as the demonstration. He again reminded staff that "no one was obligated to attend or contribute." Stanley at ¶ 6.

The focus of Stanley's two announcements was to remind everyone of the radome demonstration. See Lamb at ¶ 6; Krulic at ¶ 8. Indeed, as Stanley notes in his affidavit, "[m]y only purpose in making the announcements was to encourage Harris employees to attend the site demonstration event so that they might see first hand the technical approach that Harris believed that the FAA should adopt for Phase II ANICS sites." Stanley at ¶ 12.

No statements encouraging employees or other staff to attend the fundraiser or to contribute to Young were made by Stanley nor was pressure placed on any employee or other staff to attend the fundraiser or contribute to Young. See Krulic at ¶ 8.

No action, whether positive or negative, was taken against any employee or staffer based on whether that person attended the fundraiser or contributed to Young.

Thomas Lamb's observations are typical: "I did not attend the campaign function nor did I contribute any money to Mr. Young's campaign. No adverse action of any kind was taken against me because of my decisions." Lamb at ¶ 5.

Finally, other than the two references to the Young event noted above, Stanley made no other statements concerning the fundraiser. See Stanley at ¶ 12.

## **ARGUMENT**

### **Harris Did Not Violate the Federal Election Campaign Act**

Under FECA, a government contractor, is prohibited (1) from making "any contribution" or (2) from "knowingly . . . solicit[ing] any such contribution from any such person." 2 U.S.C. § 441(c). Correspondingly, a corporation is prohibited from making a contribution or expenditure, as those terms are defined in FECA. See 2 U.S.C. § 441b(a).

As we shall demonstrate, Harris, neither in its role as a government contractor nor as a corporation, made any contribution or expenditure nor did it solicit contributions from its employees or otherwise pressure them into making a contribution or expenditure.

#### **A. Harris Made No Contribution, Expenditure, or Solicitation**

At the outset, it should be noted that the complainant does not allege that Harris, the corporate entity, made a contribution or expenditure in connection with any election and in fact, the complaint itself contains no allegation that would

443-104-40-02  
support such a conclusion. As pointed out above, it does not even name Harris as a respondent. In fact, Stanley's two statements concerning the existence of the fundraiser would not even rise to the level of "an incidental use" of corporate facilities. See 11 CFR § 114.9(a). Instead, the complaint broadly alleges that a Harris employee, Jeffrey Stanley, advised other employees about a fundraiser that was being held at the same time and on the same property as two other non-election related events — a radome demonstration conducted by Harris and an open house hosted by New Horizons. Because a fundraiser would be taking place in proximity to the ANICS demonstration, Stanley found it necessary to advise employees beforehand of the fundraiser and to couple it with an express disclaimer. A passive statement, especially one not intended to have political overtones, when coupled with a disclaimer cannot constitute a solicitation.

The Commission has consistently held that a corporation may act as a passive conduit of political information, provided the information does not encourage the recipients to contribute to a PAC or vote for a candidate. Thus, in Advisory Opinion 1988-2, an entity proposed posting a copy of its FEC filing which disclosed receipts and disbursements of its PAC "without comment or embellishment." The Commission concluded that the entity could act as a "passive conduit of information, and that these reports would not encourage support of its PAC . . . ." See Advisory Opinions 1991-3; 1982-65.

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Here, Stanley was not even acting as a passive conduit, as that term has come to be used. In the passive conduit advisory opinions, the corporation's purpose in publishing the newsletter or posting the notice, is to inform individuals, other than those in its restricted class, about inherently political matters such as pending legislation, about endorsers and supporters of specific legislation, and even the company's position with respect to that legislation. See Advisory Opinion 1991-3. Here, by contrast, the purpose of Stanley's communication, according to those present, was to inform his staff about an engineering, not political, event and to encourage them to attend that event — an important demonstration of a complex communications system scheduled for May 26 outside in a radome on New Horizons' property. This was apparent to everyone who attended the two staff meetings, other than Ms. Blom. See Lamb at ¶ 6; Krulic at ¶ 8. Given that other events were taking place inside the New Horizons' building, Stanley advised the ANICS employees of that simple fact and further, out of an abundance of caution, advised them that they were under no obligation to attend the fundraiser or to contribute to Young. Ms. Blom's characterization of Stanley's passive statement as an "invitation to all employees" is inconsistent with what the other employees heard at these very same staff meetings and appears to be more a function of her dislike for Stanley than a reflection of reality.



**B. Harris Did Not Pressure Employees Into Attending a Fundraiser or Contributing to the Candidate**

At issue in this complaint is whether a Harris employee "pressured" other employees and Ms. Blom to attend a federal candidate's fundraiser and to contribute to that candidate's campaign. The only evidence supporting the assertions in the complaint are the assertions themselves, and even those assertions are far from direct. The complaint, for instance, alleges that

the type of pressure that was applied insinuated that not attending the fundraiser would reflect poorly on an individual and they could be perceived as not being a team player. This, as it has been stated by Jeff Stanley on many occasions—in no uncertain terms, was grounds for termination. Complaint at p. 1, ¶ 4. (emphasis supplied).

In essence, complainant alleges that the pressure took the form of her perceptions, that she stated could have been insinuated, about not being a team player. In other settings, she alleges having been told that not being a team player was grounds for termination. Complainant's perceptions relating to the fundraiser were neither reasonable nor realistic.

First, Stanley made no statements that would have led a reasonable person to believe that they were under some obligation to attend a fundraiser. To the contrary, Stanley, out of concern that a fundraiser was taking place on the same property as the radome demonstration, advised all they were neither obligated to attend nor to contribute. The recollections of the other employees are consistent with Stanley's statements. See Krulic at ¶ 8. See also Stanley at ¶ 5; Lamb at ¶ 4.

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Second, no ANICS employee felt any pressure to attend the fundraiser or to contribute funds. "No pressure of any kind was applied by Mr. Stanley either directly or by implication . . . ." Lamb at ¶ 6.

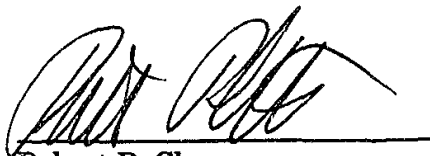
And third, no employee was disciplined for not attending or not contributing. Indeed, Mr. Stanley had no records of who attended or who contributed. See Lamb at ¶ 5; Stanley at ¶ 10. Moreover, complainant's allegation that she felt as if she would be terminated unless she attended belies the fact that she was not even a Harris employee, a fact that she conveniently fails to mention. See Stanley at ¶ 7.

In short, all the objective evidence supports the simple conclusion that no Harris employee pressured any other employee or person to attend a fundraiser or to contribute to a given candidate.

## Conclusion

The sole issue before this Commission is whether there is sufficient evidence to support a "reason to believe" finding with respect to Harris Corporation. The complaint contains no such evidence, and the evidence presented in opposition is overwhelming. Therefore, the Commission should find that there is no reason to believe that Harris Corporation or its employees violated any provision of the FECA.

Respectfully submitted,



Robert P. Charrow  
Karen Hastie Williams  
CROWELL & MORING  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
(202) 624-2500  
Counsel for Harris Corporation

1541203

TAB 1

20-04-401-3646  
5493-104-40-02

# FOR THE PEOPLE

**Respondent.**

**Affidavit  
Jeffrey Stanley**

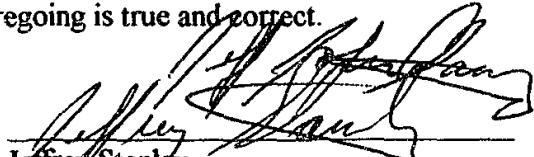
**I, Jeffrey Stanley being duly sworn declare as follows:**

1. I have been employed by Harris Corporation for approximately 25 years. Since March, 1996, I have been the Program Manager of the ANICS program. ANICS stands for Alaskan NAS (National Airspace) Interfacility Communications System and is a contract that Harris has with the Federal Aviation Administration (FAA). The general purpose of the contract is to design and install an Alaskan-wide Satellite Communications System for FAA air traffic control use.
2. Harris has just completed construction of the 41st ANICS site under Phase I of the program. Under Phase II of ANICS, Harris, along with its principle subcontractor, New Horizons Telecom, Inc., has proposed constructing "radomes" to house the communications equipment. A radome is a tent-like structure, approximately 15 feet in height and 20 feet in diameter made of heavy plastic panels. Using this approach, all of the sophisticated antenna, computers and other electronic equipment would be housed within a radome, as opposed to being outside exposed to the harsh Alaskan winter.
3. Some time in April, 1998, I became aware that New Horizons was going to have an open house celebrating its new corporate headquarters building that it had just constructed in Palmer, Alaska. In addition, I knew that Don Young, Alaska's incumbent Congressman, would be holding a campaign fundraising event that same day in another part of the New Horizons building.
4. After some discussions with New Horizons, I decided that these two events would generate a fair amount of foot traffic on New Horizons' property and thus, would present an excellent opportunity to demonstrate the Harris/New Horizons ANICS Phase II "radome" approach to as many people as possible.

5. Approximately one week to ten days before the May 26th site demonstration, I made an announcement during a regular ANICS staff meeting that a Phase II demonstration would be conducted outdoors on New Horizons' property and that all Harris ANICS employees were invited to attend. I also noted that other events would be taking place on that same day on New Horizons' property. I stated that New Horizons was holding an open house and that all Harris employees were welcome to attend. I also mentioned that there would be a Don Young fundraising event in the New Horizons' building, but that no Harris employee should feel compelled to attend the fundraiser. I do remember one Harris employee inquiring after the meeting if a donation to Young was appropriate. I responded that donations were purely voluntary and up to each individual employee.
6. Either on May 25 or May 26, during a staff meeting, I also remember reminding all the Harris ANICS employees of the demonstration and again encouraged everyone to attend the Phase II demonstration. I again noted that in the building itself there would be an open house which everyone was welcome to attend. I again reminded the staff that although a fundraiser was also being held in New Horizons' building, no one was obligated to attend or contribute.
7. The staff meetings referenced in the above paragraphs are held weekly at 7:30 AM and are regularly attended by the twelve or so Harris employees assigned to the ANICS project and one or so non-Harris employee who may also be working on the project. I am familiar with the complainant, Kimberly Blom. Our records indicate that Ms. Blom was never an employee of the Harris corporation, but rather was an employee of Superior Design Inc. unrelated to Harris and attended the regular staff meetings as an employee of this other corporate entity.
8. The Phase II demonstration radome site was constructed on New Horizons property in Palmer and was approximately an 1/8 of a mile from the New Horizons headquarters building. The demonstration in fact was conducted on May 26, as planned.
9. I did not keep, and I did not ask any Harris employee to keep, any record of attendance of the event. I did not solicit any comments from any employees after the event as to whether they attended or whether they decided to contribute to the Don Young fundraiser. Subsequent to the event on about June 3, I did make a \$1,000 personal contribution to the Don Young campaign. I do not know if any other Harris employee made a contribution and did not ask any of them if they did or did not.
10. At no time have I taken any action or decided not to take an action based on any Harris ANICS employee or contractor employee attending or not attending any of the May 26, 1998 functions held at New Horizons.
11. Other than the announcements at the two staff meetings, no other announcements concerning the fundraising event were made, either orally, by electronic mail, in writing or otherwise.


12. At no time did I make any comments directly or by implication with respect to Harris employees or contractor employees contributing to, supporting, or endorsing Mr. Young for Congress. My only purpose in making the announcements was to encourage Harris employees to attend the site demonstration event so that they might see first hand the technical approach that Harris believed that the FAA should adopt for the Phase II ANICS sites.

I declare under penalty of perjury that the foregoing is true and correct.

  
Jeffrey Stanley

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of September by Jeffrey Stanley, who is personally known to me or who produced Florida Driver License as identification.

My Commission Expires:

  
Notary Public

My Commission Expires  
November 25, 2001

20040930

0595.104.40.03

TAB 2



BEFORE THE FEDERAL ELECTION COMMISSION

Kimberly Blom, )  
)  
Complainant, ) MUR 4780  
)  
)  
v. )  
) Affidavit  
Harris Corporation ) James J. Krulic  
)  
Respondent. )  
\_\_\_\_\_ )

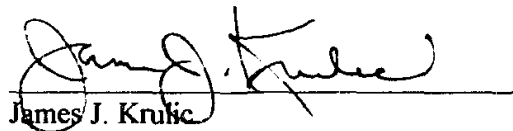
**Affidavit of James J. Krulic**

I, James J. Krulic being duly sworn declare as follows:

1. I am the Deputy Program Manager for Harris Technical Services Corporation (HTSC), a wholly owned subsidiary of Harris Corporation, and have worked on the ANICS program in Alaska since September 1993. ANICS stands for Alaskan National Airspace Interfacility Communications System. In this capacity, I report to Mr. Jeffrey Stanley, who is the Harris Program Manager assigned to manage the ANICS contract for Harris.
2. Prior to joining Harris in 1993, I was a Lt. Colonel in the United States Air Force where I served for more than 24 years.
3. ANICS is a complex satellite communications system designed to improve air traffic control over Alaska. The Federal Aviation Administration (FAA) commissioned the ANICS program, awarded the prime contract to Harris, and oversees its implementation, although other government agencies, such as the Department of Defense, have an interest in the program.
4. Given the complex nature of the system, many entities in addition to Harris, are involved in designing and constructing ANICS. One of those other entities is New Horizons Telecom, Inc. New Horizons owns a large tract of land in Palmer near Anchorage which is well suited for demonstrating a ground transmission station associated with the ANICS program. A demonstration station was to be constructed on New Horizons' property in a dome approximately 250 yards from the New Horizons Headquarters building.
5. In the late Spring 1998, a so-called Phase II ANICS site constructed on New Horizons' property was being readied by Harris and New Horizons for a demonstration and it was anticipated that representatives from the FAA, Harris, New Horizons, ANICS subcontractors and vendors and others would be present to observe the demonstration.

6. In my capacity as Deputy Program Manager, I regularly attend ANICS staff meetings and as such, I attended an ANICS staff meeting in mid-May 1998. All available Harris employees assigned to the ANICS project and certain contract employees attended that meeting. Jeff Stanley advised us that the Phase II site demonstration, with FAA officials in attendance, was scheduled for May 26, 1998 and would be in a dome approximately 250 yards from the New Horizons building. He urged us all to attend the site demonstration.
7. Mr. Stanley also indicated that at about the same time that the Phase II demonstration was to be conducted, New Horizons would be hosting an open house to dedicate the completion of its new building and Harris employees would be welcome to attend the celebration. Mr. Stanley noted that Congressman Don Young had scheduled a campaign appearance in New Horizons' new building at the same time that the open house would be taking place. He stated we were not obligated to attend that function or to contribute funds to Young's campaign.
8. At no time did Mr. Stanley attempt in any way to solicit funds or contributions for Mr. Young's campaign nor did he request that we attend the campaign event. It was clear to me that his primary focus was to have the Harris ANICS team, especially those not involved directly in the site design and construction, better understand the ANICS program by witnessing the Phase II site demonstration, including satellite link-ups.
9. There was absolutely no pressure of any kind conveyed by Mr. Stanley that any Harris ANICS team member was required or expected to contribute anything to the Don Young fund raiser.
10. At no time after May 26, did Mr. Stanley ask me, or to my knowledge, any other ANICS Harris employee or contract employee whether he or she attended the Young event or whether that person contributed any money to the Young campaign.

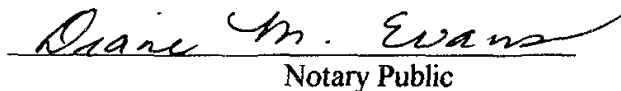
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

  
James J. Krulic

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of September by James J. Krulic, who is personally known to me or who produced Driver's License as identification.  
(Alaska)

My Commission Expires:

04-25-01

  
Notary Public

TAB 3

20.04.401.3653

BEFORE THE FEDERAL ELECTION COMMISSION

Kimberly Blom, )  
 )  
Complainant, ) MUR 4780  
 )  
 )  
v. )  
 )  
Harris Corporation ) Affidavit  
 ) Thomas A. Lamb  
Respondent. )  
\_\_\_\_\_ )

**Affidavit of Thomas A. Lamb**

I, Thomas A. Lamb being duly sworn declare as follows:

1. I have worked for Harris Technical Services Corporation (HTSC), a wholly owned subsidiary of Harris Corporation, since October 1993, and I am currently employed as a Financial Analyst on the ANICS contract in Eagle River, Alaska. ANICS is an acronym which stands for Alaskan NAS (National Airspace) Interfacility Communications System. I report to Mr. Bob Morgan, a member of the HTSC Controller's organization, who is headquartered in Alexandria, Virginia, however, I provide financial and accounting support to Mr. Jeff Stanley, who is the Program Manager assigned by Harris Corporation to the ANICS contract with the Federal Aviation Administration (FAA).
2. Prior to joining Harris, I served in the United States Air Force retiring after 20 years of service with the rank of Senior Master Sergeant.
3. Some time in late May at a morning staff meeting routinely conducted by Mr. Stanley with all ANICS personnel present, Mr. Stanley advised those present about a Phase II site demonstration to be held on May 26, 1998 at the New Horizons facilities in Palmer, Alaska. Mr. Stanley invited everyone to attend the demonstration. He also advised us that there would be an open house in the New Horizons building and a Don Young campaign fundraiser.
4. Mr. Stanley made it clear that attending the Young fund raiser was entirely voluntary and was up to each individual employee to decide.
5. I personally did not feel obligated to either attend or give money to Mr. Young's campaign based on Mr. Stanley's comments. Indeed, I am opposed to Don Young's political philosophy. I did not attend the campaign function nor did I contribute any

money to Mr. Young's campaign. No adverse action of any kind was taken against me because of my decisions.

6. No pressure of any kind was applied by Mr. Stanley either directly or by implication to attend any of the May 26 activities. In fact, the focus of Mr. Stanley's message was for as many HTSC employees as possible to see first hand the Phase II radome site demonstration.
7. At no time did Mr. Stanley, after the event, inquire of me or to my knowledge anyone else working on the ANICS program as to whether I attended the event or donated money to the campaign.

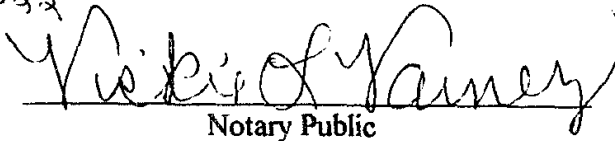
I declare under penalty of perjury that the foregoing is true and correct.

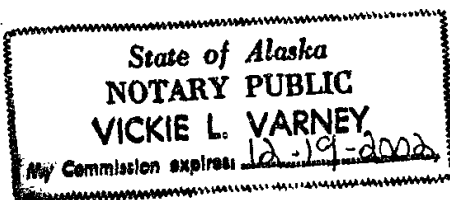
  
Thomas A. Lamb

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of Sept-98 by  
Thomas A. Lamb, who is personally known to me or who produced  
Military ID as identification.

394-62-3032

My Commission Expires:

  
Notary Public



BEFORE THE FEDERAL ELECTION COMMISSION

Kimberly Blom,

Complainant,

v.

Harris Corporation,

Respondent.

MUR 4780

Supplemental Response of  
Harris Corporation

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

MAY 22 10 34 AM '00

This supplemental pleading is filed in response to a complaint, executed on July 28, 1998, a copy of which was provided to Respondent on May 10, 2000. As the Commission's cover letter of May 10, 2000, recounts, the notification package that we received in August 1998 appears to have been incomplete. Apparently, the complainant filed two versions of a complaint, both of which were executed before a notary on July 28, 1998.<sup>1</sup> One version, which Harris received via letter dated August 6, 1998 and to which it responded on September 18, 1998, contained broad allegations concerning a fundraising event. The other version, received on May 10, 2000, was similar in many respects to the earlier received version, except it contained allegations that Jeffrey Stanley solicited contributions for a candidate for elective office. Those allegations were not contained in the version of the July 28, 1998 complaint letter that was received in August 1998. Although Harris believes that its original response adequately addresses the allegations contained in the

<sup>1</sup> To further complicate matters, we understand that the complainant also filed two versions of the complaint, both of which were executed on July 10, 1998. It is our understanding that these earlier executed versions have been supplanted by the ones executed on July 28, 1998.

version received on May 10, we are filing two supplemental affidavits, one from Jeffrey Stanley and the other from Thomas Lamb, addressing the so-called "solicitation allegations."

In the recently received version, the complainant alleges that on "either Thursday or Friday, May 21<sup>st</sup> or 22<sup>nd</sup>, Jeff Stanley, during a general, mandatory staff meeting, openly and clearly solicited for campaign donations to the politician at the fundraiser the following Tuesday evening." July 28, 1998 Complaint at 1 (version received May 10, 2000). The complainant further alleges that during a May 26 staff meeting, Jeff Stanley reported that "several thousand dollars were raised for the politician the night before." *Id.* Finally, complainant alleges that during staff meetings on May 27 and May 29, Stanley solicited donations for this politician and "insinuat[ed] that we owed this politician our jobs . . . ." *Id.* at 2.

None of these allegations is supported by independent evidence and each is false. Specifically, Thomas Lamb, a former Harris employee who attended the same staff meetings as did the complainant, unequivocally states that "[contrary] to the allegations, Mr. Stanley made no statements at those staff meetings or at any other Harris meeting that I attended, soliciting funds for Don Young or for any other candidate." Affidavit of Thomas Lamb at ¶ 5 (May 17, 2000) (Tab 1) ("Lamb at \_\_\_\_"). Lamb notes that he would have remembered any solicitation, had it occurred, because, as indicated in both his original affidavit and most recent affidavit, he opposes Don Young. *See* Lamb at ¶ 5.

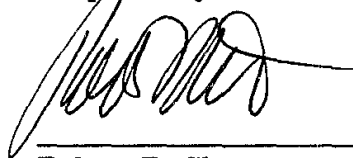
Lamb goes on to note that "Stanley made no statements about the amount of money raised at a fundraiser," and that Stanley never insinuated that Harris

employees owed their employment to Congressman Don Young, the host of the fundraiser. Lamb at ¶ 7.

Lamb's recollection of these staff meetings is entirely consistent with Mr. Stanley's recollection. See Affidavit of Jeffrey Stanley (May 17, 2000) (Tab 2) ("Stanley at \_\_\_\_"). Specifically, Stanley in his attached affidavit, reiterates that he did not solicit contributions (see Stanley at ¶ 3), that he did not report on the results of any fundraiser (see Stanley at ¶ 4), and that he did not insinuate that Harris employees owed their jobs to Don Young (see *id.*).

In short, the evidence is insufficient to support a "reason to believe" finding, and therefore, the Commission should find that there is no reason to believe that Harris Corporation or its employees violated any provision of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §§ 431 *et seq.*

Respectfully submitted,



---

Robert P. Charrow  
Karen Hastie Williams  
CROWELL & MORING  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
(202) 624-2500  
Counsel for Harris Corporation



BEFORE THE FEDERAL ELECTION COMMISSION

Kimberly Blom, )  
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 Complainant, ) MUR 4780  
 )  
 )  
 v. )  
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 Harris Corporation ) Affidavit  
 ) Thomas Lamb  
 )  
 Respondent. )  
 \_\_\_\_\_ )

**Affidavit of Thomas Lamb**

I, Thomas Lamb being duly sworn declare as follows:

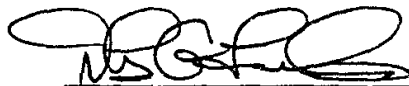
1. On September 14, 1998, while an employee of Harris Corporation, I executed an affidavit in this matter. I hereby reaffirm all of the statements that I made in that affidavit except the statement in ¶ 1 concerning my current employment. I am no longer an employee of Harris Corporation.
2. I understand that there has been an allegation that during a general, mandatory, staff meeting on either May 21, 1998 or May 22, 1998, Jeff Stanley "openly and clearly solicited for campaign donations to the politician at the fund-raiser the following Tuesday evening." I understand that it has been further alleged that Mr. Stanley "clearly and openly solicited donations for this politician's campaign" during general staff meetings on May 27, 1998 and May 29, 1998.
3. It is my understanding that the politician referenced in the complaint is Congressman Don Young.
4. Given my involvement as a Harris employee in the ANICS project, I would have attended all general staff meetings in May 1998, including the ones referenced in the allegations noted above.
5. Given that I am opposed to Don Young's political philosophy, I would remember if anyone, especially Mr. Stanley as Program Manager, had solicited contributions to Don Young's campaign on Harris' property. Contrary to the allegations, Mr. Stanley made no statements at those

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staff meetings or at any other Harris meeting that I attended, soliciting funds for Don Young or for any other candidate.

6. I also understand that Mr. Stanley is alleged to have stated during a staff meeting on May 27, 1998, that several thousand dollars were raised for the politician the evening before, and further, he is alleged to have insinuated that we owed our jobs to Congressman Young.
7. I never heard Mr. Stanley make any statements about the amount of money raised at a fundraiser. Moreover, Mr. Stanley in no way insinuated that we owed our jobs to Congressman Young nor did he in any way endorse Don Young's candidacy. Given my opposition to Mr. Young, I would have certainly remembered had Mr. Stanley made any positive statements about Don Young or about the amount of money contributed at Young fundraiser.

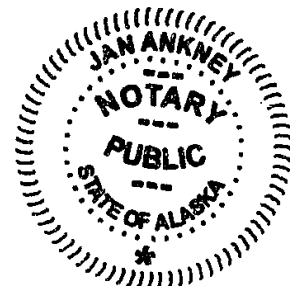
I declare under penalty of perjury that the foregoing is true and correct.



Thomas Lamb

SWORN TO AND SUBSCRIBED before me this 17<sup>th</sup> day of May, 2000 by Thomas Lamb, who is personally known to or who produced military id as identification.

My Commission Expires:  
4/17/04

  
Notary Public

1719071  
37018.001

BEFORE THE FEDERAL ELECTION COMMISSION

Kimberly Blom, )  
 )  
 Complainant, ) MUR 4780  
 )  
 v. )  
 ) Affidavit  
 Harris Corporation ) Jeffrey Stanley  
 )  
 Respondent. )  
 \_\_\_\_\_ )

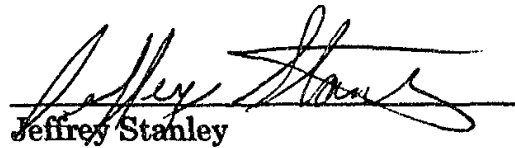
Affidavit of Jeffrey Stanley

I, Jeffrey Stanley being duly sworn declare as follows:

1. On September 14, 1998, I executed an affidavit in this matter. I hereby reaffirm all of the statements that I made in that affidavit. Although I believe that my affidavit of September 14, 1998 adequately addressed all of the allegations contained in Ms. Blom's various complaints, I am executing this affidavit to address a few specific points contained in the version of Ms. Blom's complaint recently forwarded to Harris' counsel.
2. The complainant alleges that during a general, mandatory, staff meeting on either May 21, 1998 or May 22, 1998, I "openly and clearly solicited for campaign donations to the politician at the fund-raiser the following Tuesday evening." I understand that it has been further alleged that I "clearly and openly solicited donations for this politician's campaign" during general staff meetings on May 27, 1998 and May 29, 1998.
3. The allegations noted in ¶ 2, above, are not true. At no time while at Harris did I solicit any contributions for any candidate for any elective office.
4. The complainant also has alleged that during a staff meeting on May 27, 1998, that I stated that several thousand dollars were raised for the politician the evening before, and it is further alleged that I insinuated that we owed our jobs to the politician. These allegations are also untrue. At no time did I ever discuss the results of any fundraiser with Harris staff nor did I ever state or otherwise insinuate or imply that we owed our jobs to any politician.

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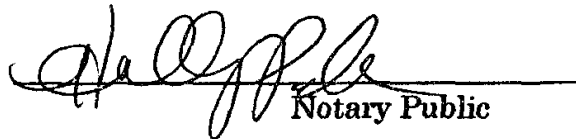
I declare under penalty of perjury that the foregoing is true and correct.

  
Jeffrey Stanley

SWORN TO AND SUBSCRIBED before me this 18<sup>th</sup> day of May, 2000 by Jeffrey Stanley, who is personally known to or who produced Florida Drivers License as identification.

My Commission Expires:

02/04/04

  
Notary Public



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